

## Program Rules Bethpage Federal Credit Union | Cash Rewards

Bethpage Federal Credit Union credit card customers are automatically enrolled in the Cash Rewards program ("the Program") at no additional cost.

Each Cardholder and authorized user(s), if any, (referred to as "Cardholder(s)," "Participant(s)," "you," or "your") with a Bethpage Federal Credit Union credit card account ("Card"), may earn and use cash rewards ("Cash Rewards").

Review and keep this document ("Program Rules"). The Program Rules are separate from the terms of your Cardholder Agreement with us governing your Card ("Cardholder Agreement"): however, any Claim arising from participation in the Program is subject to the jurisdiction, venue, waiver of jury trial and other provisions of your Cardholder Agreement. From time to time we may change the Program Rules. When any change is made, we will post revisions online at www.BethpageFCU.com (the "Site") and/or we will notify you in writing, as applicable. It is your responsibility to review the Program Rules to be aware of any changes.

## **General Terms**

- 1. To participate in the Program, you must (a) maintain a Card that is open, has charging privileges, and is in good standing . "Good standing" means you are not in Default and your Card is, at the time of the applicable transaction, not lost or stolen. "Default" means (i) you try or do exceed your credit limit; (ii) you become subject to bankruptcy or insolvency proceedings; (iii) you or your property are subject to attachment or garnishment proceedings; (iv) you are in default under any other loans or credit extensions from us; (v) you provide us with any false information or signature; or (vi) you fail to comply with any provision of your Cardholder Agreement.
- 2. Cash Rewards earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns, and adjustments) charged to your Card during each periodic billing cycle ("Billing Cycle") by the Participant(s) ("Net Purchase(s)"). You may earn Cash Rewards equal to .50% of your Net Purchases between \$1.00 and \$4,000.00 and 1.00% of your Net Purchases from \$4,001.00 and up each Billing Cycle, rounded to the nearest whole cent. For example, if you used your Card for Net Purchases of \$612.34 during a Billing Cycle, you would receive \$3.06 in Cash Rewards. Cash Rewards are subject to verification. Balance transfers, cash advances, including purchases of cash equivalents of any kind, convenience checks, fees, finance charges, credit insurance charges, credit protection charges, debt cancellation charges, unauthorized/fraudulent transactions, and illegal transactions do not earn Cash Rewards. From time to time, special promotions may feature Cash Rewards. Details will accompany the offer.
- 3. The accrual of Cash Rewards may begin on your Enrollment Date. Enrollment Date means the date we mail your Card and the Cardholder Agreement to you.
- 4. Subject to the limitations provided in this paragraph and elsewhere in these Program Rules, the Cash Rewards will appear cumulatively on your periodic statement each month and will be paid out once a year in October (the "Distribution Date") as a credit on your periodic statement. The determination of whether you are eligible to earn Cash Rewards on a particular transaction is determined at the time the transaction posts to your account. The determination of whether you are eligible to receive Cash Rewards that have accumulated during the Program year and have not been forfeited pursuant to these Program Rules is determined on the Distribution Date. If you have failed to make your last two (or more) Minimum Payments (as defined in your Cardholder Agreement), you are not eligible to earn or receive a distribution of Cash Rewards. If you have failed to make your last four (or more) Minimum Payments or you are in Default, you will automatically forfeit any Cash Rewards that have accumulated on your account.
- 5. Cash Rewards are not earned until they have appeared on your periodic statement as a statement credit on the Distribution Date. Cash Rewards are non-negotiable, and cannot be redeemed for any benefit except as a credit on your periodic statement on the Distribution Date. Cash Rewards are not property of any Cardholder or other person, and may not be brokered;

bartered; attached; pledged; gifted; sold; or, unless specifically authorized by us, transferred to anyone else under any circumstances, including, but not limited to, upon disability, death, operation of law, or in connection with any domestic relations dispute and/or legal proceeding. Discrepancies about Cash Rewards earnings are not treated as credit card billing disputes—refer to your Cardholder Agreement or the Your Billing Rights notice for details about billing disputes. Our decisions regarding Cash Rewards discrepancies shall be final. Unless specifically authorized by us, Cash Rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by us. Unless specifically authorized by us, Cash Rewards cannot be transferred between any credit card accounts.6. If a Cardholder voluntarily closes the Card or dies or if we close the Card for any reason, all unused Cash Rewards which have not appeared on your periodic statement as a statement credit are immediately and irrevocably forfeited. We reserve the right to disqualify anyone from participation in the Program, refuse to distribute Cash Rewards, and close your Card if, in our sole judgment, you or any other person(s) using the Card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse. If a Cardholder dies, all accrued and undistributed Cash Rewards are immediately forfeited. We may, however, upon the death of a Cardholder, choose to credit Cash Rewards to a deceased Cardholder's account (provided the Cardholder is otherwise eligible to receive a distribution of Cash Rewards), but any such credit will be at our sole discretion and shall not constitute a waiver of our rights pursuant to these Program Rules.

- 7. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Card Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) discontinue or replace any method of redemption for Cash Rewards with a similar one of lesser, equal, or greater value; (e) modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, Cash Rewards, benefits, or special offers if applicable; or (f) terminate a Cardholder's participation in the Card Program for any reason, except as may be limited by applicable law. Changes may affect outstanding transactions and Cash Rewards, and may include, but are not limited to, the earnings rate for Cash Rewards, the type of transactions qualifying for Cash Rewards, the type or value of Cash Rewards, the Distribution Date, adding an expiration date for Cash Rewards or the maximum number of Cash Rewards that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Cash Rewards already earned. The Program is not scheduled to end on a predetermined date.
- 8. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including e-mail. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Cash Rewards accrued and redeemed or other Program activities.
- 9. We are not responsible for typographical errors and/or omissions in any Program document.
- 10. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of New York, without any reference to its choice of law provisions.